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**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION**

NETFUEL, INC.,  
  
 Plaintiff,  
  
 vs.  
  
 CISCO SYSTEMS, INC.,  
  
 Defendant.

Case No. 5:18-cv-2352-EJD (NMC)

**ORDER OF DISMISSAL WITH  
 PREJUDICE**

**ORDER OF DISMISSAL WITH PREJUDICE**

Plaintiff NetFuel, Inc. (“NetFuel”) and Defendant Cisco Systems, Inc. (“Cisco”), announced to the Court that they have settled their respective claims for relief asserted in this case and jointly moved this Court to dismiss the above-entitled cause and all claims by NetFuel against Cisco and all counterclaims by Cisco against NetFuel with prejudice, with the Court retaining jurisdiction over any controversy or claim relating to the terms and conditions of the parties’ settlement agreement until the date that Cisco makes the payment specified in Section

1 4.2 of that agreement. The Court, having considered this request, is of the opinion that their  
2 request for dismissal should be GRANTED.

3 IT IS THEREFORE ORDERED that the above-entitled cause and all claims against Cisco  
4 by NetFuel and against NetFuel by Cisco herein are dismissed, with prejudice to the re-filing of  
5 same.

6  
7 IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall  
8 be borne by each party incurring the same.

9 IT IS FURTHER ORDERED that the Court will retain jurisdiction over any controversy  
10 or claim relating to the terms and conditions of the parties' settlement agreement until the date  
11 that Cisco makes the payment specified in Section 4.2 of that agreement.

12 This is a final judgment.

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14 Signed this February day of 11, 2021.

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17 EDWARD J. DAVILA  
18 United States District Judge  
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